JAMESWAY/MONARCH ADDENDUM

1. Retailer estimates that its sales of MONARCH cigarettes to consumers will be at least 350,000 cartons during the term of this Agreement. RJR agrees to pay Retailer $.20 per carton against this estimated volume, or $70,000. This will be payable to Retailer within fifteen (15) days of RJR's initial invoice for MONARCH. Initial monthly allowances are indicated on Exhibit A attached hereto.

2. Retailer agrees to comply with all terms and conditions of RJR's Retail Feature Promotion for MONARCH for a period of three (3) years commencing at the date of RJR's initial invoice of MONARCH to Retailer.

3. During the term of this Agreement, RJR will keep the pricing structure of MONARCH competitive with that of the other cigarette products against which RJR intends MONARCH to compete.

4. Excepting on the fact that RJR is supplying MONARCH to Jamesway, neither party will disclose the provisions of this Agreement to third parties and shall take reasonable steps to maintain the confidentiality of its provisions.

5. RJR will pay the sum of Seventy Thousand Dollars ($70,000) due within fifteen days (15 days) of first shipping date of MONARCH to all stores. Such payment is for agreement to terms of both MONARCH and TOTAL CATEGORY MANAGEMENT contract for a period of three (3) years. Inclusive dates: October 1, 1992 - October 1, 1995. Jamesway will pay a refund to RJR if for whatever reason Agreement does not remain in full force and effect for thirty-six (36) months. A refund will be calculated by multiplying $1,945 times the number of months remaining under the original 36 month term of the Agreement.

6. This Agreement cannot be assigned and the performance of duties hereunder cannot be delegated, in whole or in part, without prior written consent of both parties.

7. All notices and communications required or permitted by this Agreement shall be in writing, deemed effective when received, and sent to:

If to Customer:	Jamesway Corporation 40 Hartz Way Secaucus, New Jersey Attention: C. L. Carison
If to RJR:	Jim Helm R. J. Reynolds Tobacco Company 401 North Main Street Winston-Salem, North Carolina 27102

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Source: https://www.industrydocuments.ucsf.edu/docs/jhxy0000

8. This Agreement contains the entire understanding of the parties and may not be changed except by agreement of both parties in writing. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment of that or any other provision. This Agreement shall be governed by the laws of the state of North Carolina.

JAMESWAY CORPORATION

By: Thomas R Kiley

Its: Sr. Vice President

R. J. REYNOLDS TOBACCO COMPANY
d/b/a Forsyth Tobacco Products

By: _____

Its: _____

Dated: September 30, 1992

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SPECIAL MONARCH AGREEMENT

This agreement is made as of the 30th day of September, 1992 between the R. J. Reynolds Tobacco Company, a New Jersey corporation, doing business as Forsyth Tobacco Products ("RJR") and Jamesway Corporation.

The parties agree as follows:

1. RJR Retail Promotion Program provides an allowance for Retailers that promote MONARCH brand cigarettes by effectively communicating price information to the consumer and effectively positioning such cigarettes in the retail store.

2. RJR will pay a $.50 retail feature allowance for each carton of MONARCH cigarettes purchased by Jamesway for resale to consumers. An initial introductory rebate will be paid for all MONARCH product purchased through December 31, 1992. Payments will be made after the end of each calendar month.

3. Jamesway will feature in all stores consumer price information for MONARCH cigarettes with a preferred or equal in-store position, with any other brands in the lowest priced category. Method of communication of price information and product positioning have to be approved by the RJR/Forsyth Manager.

4. To qualify for payment, Jamesway must maintain approved method of communication of price information and product positioning at all participating stores throughout the period for which payment is made.

5. Jamesway agrees to provide store purchase figures as requested.

JAMESWAY CORPORATION

By: Thomas R. Kiley

Its: Sr. Vice President

R. J. REYNOLDS TOBACCO COMPANY

By: _____

Its: _____

Dated: September 30, 1992

51847 3708

Source: https://www.industrydocuments.ucsf.edu/docs/jhxy0000

EXHIBIT A

Agreement Between JAMESWAY and
R. J. REYNOLDS TOBACCO COMPANY,
DATED _____

Retail Feature * (Paid Monthly Per Carton)	$ .50
Special Rebate * (Paid Monthly Per Carton)	$ .40
FORSYTH ALLOWANCE	$ .90

* Customer purchases of MONARCH Product, whether direct from RJR or from Designated Wholesalers, are eligible for participation in, and subject to the provisions and requirements of, this current RJR Program as it may be modified from time to time.

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Source: https://www.industrydocuments.ucsf.edu/docs/jhxy0000